

C. Vincent

**VOLUNTARY CLEANUP CONTRACT
23-7729-RP**

**IN THE MATTER OF
ARIAL MILL SITE, PICKENS COUNTY
and
ARIAL MILL VENTURES LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Arial Mill Ventures LLC, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200, with respect to the facility known as the Arial Mill Site ("Site"). The Arial Mill Ventures LLC property is located at 212 Rice Road, Easley, South Carolina ("Property"). The Property includes approximately 18.31 acres and is bounded generally by the Doodle Trail to the south, Arial Street to the north, Rice Road to the west, and Arial Street to the east. The Property is identified by the County of Pickens as Tax Map Serial Numbers 5009-08-79-5182, 5009-07-68-9892, 5009-08-78-8883, and 5009-08-88-1781. A legal description of the Property is attached to this Contract as Appendix A.

DEFINITIONS

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to CERCLA, the HWMA, and in regulations promulgated under these statutes.

- A. "Arial" shall mean Arial Mill Ventures LLC. Arial is a Delaware Limited Liability Company with its principal place of business located at 120 North Racine Avenue, Suite 200, Chicago, Illinois 60607.
- B. "Contamination" shall mean impact by a Pollutant or Contaminant, Petroleum and Petroleum Product, or Hazardous Substance.

- C. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- D. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- E. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601(14).
- F. "Petroleum" and "Petroleum Product" shall mean crude oil or any fraction of crude oil, which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds for each square inch absolute), including any liquid, which consists of a blend of petroleum and alcohol and which is intended for use as a motor fuel.
- G. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA § 101, 42 U.S.C. §§ 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- H. "Property" as described in the legal description attached as Appendix

- A, shall mean that portion of the Site, which is subject to ownership, prospective ownership, or possessory or contractual interest of Arial.
- I. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.
- J. "Site" shall mean all areas where a Hazardous Substance, Petroleum, Petroleum Product, Pollutant or Contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
- K. "Voluntary Cleanup" shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended.
- L. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

A. Property Ownership Information:

Arial Mill Ventures LLC	12/29/21 – Present
ALLCO, Inc. (nka Alice Manufacturing Company, Inc.)	3/31/78 – 12/29/21
Alice Manufacturing Company, Inc.	Unknown – 3/31/78

B. The Site was built off a Pickens railroad main line in 1929 and has served as the hub of the Arial Mill Village for decades. Alice Manufacturing Company operated the Site as a textile mill for 75 years, from approximately 1928 to 2003. Beginning around 2003, production operations ceased, and the Site was utilized as a

repackaging/distribution center of cotton goods warehouse until 2020. The Site has been unoccupied since December 2020. Pickens County and South Carolina officials are assisting developers with the preservation of the original structure as they revitalize its 343,686-square-foot frame to house lofted apartments.

- C. Swift Creek Environmental, Incorporated (“Swift Creek”) prepared a Phase I Environmental Site Assessment (ESA) for the Site dated January 6, 2021. The Phase I ESA identified various recognized environmental conditions (RECs) in connection with the Site, including potential contamination related to former above-ground storage tanks (ASTs) and underground storage tanks (USTs); transformers; chemicals then and previously stored at the Site; and the Site’s historic industrial use.
- D. Based on the findings of the January 6, 2021 Phase I ESA, Swift Creek completed a Phase II for the Site dated February 11, 2021. The Phase II concluded, with the exception of polychlorinated biphenyl (PCB) issues addressed further below, no significant subsurface soil or groundwater issues were discovered to suggest that active remedial or further investigatory actions would be required. Analytical data collected from soil surrounding a leaking transformer identified PCB concentrations in excess of EPA Regional Screening Levels (RSLs) for residential soils. The Phase II further noted, based upon a cursory vapor intrusion investigation of the Site, there was potential for a residential vapor intrusion hazard. It also documented concrete-lined pits located in the north central basement on the Site containing residue/sludge, comprised of metals and oil.
- E. Swift Creek prepared a Phase I ESA for the Site dated November 16, 2021, summarizing the findings of its January 6, 2021 Phase I and February 11, 2021 Phase II, and identifying various RECs in connection with the Site.
- F. GEL Engineering, LLC (“GEL”) prepared a soil investigation report, dated April 19, 2022, related to suspected PCB transformer locations on the Site. GEL collected ten (10) surface soil samples in the areas of the Site most likely to receive impacts from a leaking transformer. PCBs were only

detected in three (3) of the samples. PCB Aroclor 1260 was detected in sample AM-T1-1 in excess of RSLs for residential soils and in samples AM-T4-1 and AM-T5-SD but below its residential RSL.

- G. GEL conducted a Limited Phase II ESA and additional groundwater assessment of the Site in the spring and summer of 2022. The Limited Phase II ESA, conducted from May 25-27, 2022 and June 23, 2022, included the installation of six (6) soil borings and seven (7) temporary monitoring wells to investigate the soil and groundwater in two (2) areas of the Site which reportedly contained USTs, and groundwater in the vicinity of a process pit with poor integrity, and an area where previous sampling identified polynuclear aromatic hydrocarbons (PAHs) in groundwater. Additionally, as part of this assessment, the residue/sludge in the pits located in the north central basement was removed and disposed of and pressure cleaned. The additional groundwater assessment, conducted on August 23-25, 2022, included installation of five (5) additional temporary monitoring wells and three (3) permanent monitoring wells to delineate tetrachloroethylene (PCE) impact that was identified above the Maximum Contaminant Level (MCL) in previous groundwater sampling. The only constituents to exceed RSLs for industrial or residential soils were the metals arsenic and thallium, which are within the range of background soil concentrations reported for the South Carolina Piedmont area and are not believed to be indicative of a release at the Site. Total aluminum, chromium, iron, and manganese tapwater RSL exceedances in two (2) groundwater samples from the northern UST area are likely related to sample turbidity and background soil concentrations, as the dissolved metals in these samples did not exceed tapwater RSLs. One groundwater sample, located downgradient of a process pit and in an area where PAHs have been previously detected in soil above screening levels, had several PAHs which exceeded tapwater RSLs. However, none of the detected PAHs exceeded 10 ug/L which is the Risk-Based Screening Level for individual PAHs used by the Department's UST Management Division. PCE concentrations

exceeded its MCL (5 ug/L) in five (5) groundwater samples at concentrations ranging from 7.38 to 34.9 ug/L. The horizontal extent of the PCE exceedances has been delineated by the temporary and permanent wells to the west, south, and east of the UST area. The presence of cis-1,2-DCE and TCE, which are natural degradation products of the breakdown of PCE, suggests that PCE is naturally attenuating.

RESPONSE ACTIONS

3. Arial agrees to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract a Work Plan for the Site that is consistent with the technical intent of the National Contingency Plan. The Work Plan shall be implemented upon written approval from the Department. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and Arial's contact person for matters relating to this Contract. Arial will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Arial in writing of any deficiencies in the Work Plan, and Arial will respond in writing to the Department's comments within thirty (30) days. The Work Plan and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:

- A. Conduct a limited Remedial Investigation (RI) to determine the source, nature, and extent of Contamination at the Site, considering previous assessments have already provided a large portion of the data needed. Additional permanent wells will be needed to further evaluate PCE and benzo[a]pyrene contamination along the northern portion of the Site.
- B. Submit to the Department an RI Report (to include a Baseline Risk Assessment or other evaluation of risk to human health and the

environment) in accordance with the schedule in the approved RI Work Plan. The Department shall review the report for determination of completion of the RI and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to Arial, and Arial shall subsequently conduct additional field investigation to further determine the source, nature, and extent of Contamination. If the Department determines that the field investigation is complete but the report is incomplete, the Department shall send to Arial a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from the Department, Arial shall submit a revised report addressing the Department's comments.

- C. If determined necessary by the Department, conduct a Feasibility Study to evaluate remedial alternatives for addressing Contamination at the Site. If a Feasibility Study is required by the Department, the study may propose appropriate site-specific remediation standards for affected media for review and approval by the Department, pursuant to S.C. Code Ann. § 44-56-200.

4. Arial shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted to the Department for information purposes only. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Arial.

5. Arial shall inform the Department in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by the Department, shall allow the Department and its authorized representatives to take duplicates of any samples collected by Arial pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, Arial shall submit to the Department a written progress report that must include the following: (A) actions taken under this Contract during the previous reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, pursuant to this Contract; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

7. All correspondence by either party to the other shall be in writing and deemed sufficiently given if delivered by (A) email, (B) regular U.S. mail, (C) certified or registered mail, postage prepaid, return receipt requested, (D) nationally recognized overnight delivery service company, or (E) hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing.

Unless otherwise directed in writing by either party, all correspondence, work plans, and reports should be submitted to:

The Department: Greg Cassidy
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
cassidga@dhec.sc.gov

Arial Mill Ventures LLC: Justin Patwin
9 SW Pack Square, Suite 300
Asheville, North Carolina 28801
jpatwin@farpointdev.com

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk.

PUBLIC PARTICIPATION

8. Upon execution of this Contract by Arial, the Department will seek public

participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. Arial will reimburse the Department's costs associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

RESPONSE COSTS

9. In accordance with S.C. Code Ann. §§ 44-56-200 and 44-56-740, Arial shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work, and activities and costs associated with public participation. Payments will be due within thirty (30) days of the Department's invoice date. The Department shall provide documentation of its Oversight Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

Arial Mill Ventures LLC: Justin Patwin
9 SW Pack Square, Suite 300
Asheville, North Carolina 28801
jpatwin@farpointdev.com

All of Arial's payments should reference the Contract number on page 1 of this Contract and be made payable to:

The South Carolina Department of Health & Environmental Control

If complete payment of the Past Costs or of the quarterly billing of Oversight Costs is not received by the Department by the due date, the Department may bring an action to recover the amount owed and all costs incurred by the Department in bringing the action including, but not limited to, attorney's fees, Department personnel costs, witness costs, court costs, and deposition costs.

ACCESS

10. The Department, its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). Arial and subsequent owners of the Property shall ensure that a copy of this Contract is provided to any lessee or successor or other transferee of the Property, and to any owner of other property that is included in the Site. If Arial is unable to obtain access from the Property owner, the Department may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by Arial.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Arial has completed the actions required under this Contract, Arial shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of Arial and witnessed, signed, and sealed by a notary public. Arial shall record this restrictive covenant with the Register of Deeds in Pickens County. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the restrictive covenant, if required, is executed and recorded. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require Arial or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring further remediation to ensure protectiveness occurs. Arial or subsequent owners of the Property shall file an annual report with the Department by May 31st of each year detailing the current land uses and compliance with the restrictive

covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.

OBLIGATIONS AND BENEFITS

12. Upon execution of this Contract by the Department, Arial, its signatories, parents, subsidiaries, successors, and assigns shall be deemed to have resolved their liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2), S.C. Code Ann. § 44-56-200, for the matters addressed (as hereinafter defined) in this Contract. "Matters addressed" are all Response Actions taken or to be taken at or in connection with this Site under this Contract and any subsequent amendments to this Contract, and all response costs incurred or to be incurred under this Contract and any subsequent amendments to this Contract. Further, by resolving its liability to the State for some or all of a Response Action in this administrative settlement, Arial may seek contribution to the extent authorized under 42 U.S.C. § 9613(f)(3)(B), S.C. Code Ann. § 44-56-200 from any person who is not a party to this administrative settlement. A thirty (30) day comment period shall be required prior to the Department's execution of this Contract and shall commence upon publication of the notice of this proposed Contract in the *South Carolina State Register*.

13. Nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against a responsible party who is not a signatory to this Contract and who is not a signatory's parent, subsidiary, successor, or assign.

14. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to limit the right of the Department to undertake future Response Actions at the Site or to seek to compel parties to perform or pay for costs of Response Actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of Response Actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

15. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action that the Department may have against Arial for any matters not expressly addressed by and settled through this Contract.

16. Upon successful completion of the terms of this Contract, Arial shall submit to the Department a request for a Certificate of Completion.

Once the Department determines that Arial has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. §§ 44-56-740(A)(5) and (B)(1), will give Arial a Certificate of Completion that provides a covenant not to sue to Arial, its signatories, parents, subsidiaries, successors, and assigns for the work done in completing the Response Actions specifically covered in this Contract and completed in accordance with the approved work plans and reports. The covenant not to sue and administrative settlement for purposes of contribution protection are contingent upon the Department's determination that Arial successfully and completely complied with this Contract.

In consideration of the Department's covenant not to sue, Arial, its signatories, parents, subsidiaries, successors, and assigns agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

17. Arial and the Department, as set forth in Paragraph 18, each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should Arial elect to terminate, it must submit to the Department all data generated pursuant to this Contract and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site

does not pose a hazard to human health or the environment that did not exist prior to any initial Response Action addressing Contamination identified in this Contract.

18. The Department may terminate this Contract only for cause, which may include but is not limited to, the following:

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or the Work Plan;
- C. Failure to submit timely payments for Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by Arial, its parents, subsidiaries, successors, and assigns;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Arial's or its parents', subsidiaries', successors', and assigns', business activities on the Property or uses of the Property that are inconsistent with the terms and conditions of this Contract;
or
- G. Failure by Arial to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

19. Upon termination of this Contract under Paragraph 17 or 18, the covenant not to sue and administrative settlement for purposes of contribution protection shall be null and void. Termination of this Contract by Arial or the Department does not end the obligations to reimburse Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.

20. The signatories below hereby represent that they are authorized to enter into this Contract on behalf of their respective parties.

SIGNATURE C. Vincent

THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL

BY: [Signature]

Henry J. Porter, Chief
Bureau of Land and Waste Management
S.C. Department of Health & Environmental Control

DATE: 6-1-2023

[Signature]
Reviewed by Office of General Counsel

DATE: 6/1/23

ARIAL MILL VENTURES LLC

[Signature]
Signature

DATE: 4-5-2023

Eric Helfand
Eric Helfand, Authorized Signatory

APPENDIX A

Legal Description of the Property

County of Pickens

Tax Map Serial Number 5009-08-79-5182, 5009-07-68-9892, 5009-08-78-8883, and
5009-08-88-1781

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND
BEING LOCATED IN PICKENS COUNTY, STATE OF SOUTH CAROLINA AND HAVING
THE FOLLOWING METES AND BOUNDS TO WIT:

TRACT A

BEGINNING AT A MAG NAIL SET LOCATED AT THE INTERSECTION OF THE
SOUTHERN RIGHT OF WAY OF ARIAL STREET AND THE EASTERN RIGHT OF WAY
OF RICE ROAD; THENCE RUNNING ALONG THE SOUTHERN RIGHT OF WAY OF
ARIAL STREET S 89° 47' 24" E, 867.50 FEET TO A POINT; THENCE S 89° 25' 24" E, 37.00
FEET TO A POINT; THENCE N 32° 28' 36" E, 16.25 FEET TO AN IRON PIN SET 1/2"
REBAR; THENCE N 46° 36' 36" E, 21.35 FEET TO AN IRON PIN SET 1/2" REBAR;
THENCE N 58° 29' 52" E, 245.08 FEET TO AN IRON PIN OLD 1/2" CRIMP TOP; THENCE
S 73° 22' 20" E, 33.98 FEET TO AN IRON PIN OLD 1/2" OPEN TOP LOCATED ON THE
WESTERN RIGHT OF WAY OF ARIAL STREET; THENCE RUNNING ALONG THE
WESTERN RIGHT OF WAY OF ARIAL STREET S 25° 06' 33" E, 168.69 FEET TO AN
IRON PIN SET 1/2" REBAR; THENCE S 16° 30' 24" E, 32.50 FEET TO AN IRON PIN SET
1/2" REBAR; THENCE S 06° 50' 24" E, 32.00 FEET TO AN IRON PIN SET 1/2" REBAR;
THENCE S 03° 45' 24" E, 249.80 FEET TO A POINT; THENCE S 10° 05' 24" E, 23.60 FEET
TO A POINT; THENCE S 16° 35' 24" E, 25.00 FEET TO AN IRON PIN OLD 1" CRIMP TOP;
THENCE S 19° 42' 30" E, 121.00 FEET TO A POINT; THENCE LEAVING THE WESTERN
RIGHT OF WAY OF ARIAL STREET S 68° 39' 09" W, 57.88 FEET TO AN IRON PIN OLD
3/4" OPEN TOP; THENCE S 84° 21' 00" W, 121.02 FEET TO AN IRON PIN OLD 3/4" OPEN
TOP BENT; THENCE S 86° 21' 00" W, 222.10 FEET TO AN IRON PIN SET 1/2" REBAR;
THENCE S 31° 57' 00" E, 60.90 FEET TO AN IRON PIN SET 1/2" REBAR; THENCE S 51°
55' 04" E, 86.45 FEET TO AN IRON PIN SET 1/2" REBAR; THENCE S 56° 19' 58" E, 37.40
FEET TO AN IRON PIN OLD 1" CRIMP TOP BENT; THENCE S 64° 59' 58" E, 36.07 FEET
TO AN IRON PIN OLD 1" CRIMP TOP; THENCE S 68° 09' 54" E, 183.99 FEET TO AN
IRON PIN SET 1/2" REBAR; THENCE S 72° 20' 58" E, 58.10 FEET TO AN IRON PIN OLD
1/2" CRIMP TOP; THENCE S 75° 38' 58" E, 258.10 FEET TO AN IRON PIN SET 1/2"
REBAR; THENCE S 68° 14' 43" E, 26.62 FEET TO AN IRON PIN OLD 1" CRIMP TOP;
THENCE S 61° 54' 37" E, 62.24 FEET TO AN IRON PIN SET 1/2" REBAR; THENCE S 32°
18' 12" E, 11.50 FEET TO AN IRON PIN OLD 1" CRIMP TOP BENT; THENCE S 16° 59' 48"
W, 11.23 FEET TO AN IRON PIN OLD 1" CRIMP TOP; THENCE N 62° 34' 33" W, 56.71
FEET TO AN IRON PIN OLD 1/2" CRIMP TOP; THENCE N 67° 26' 00" W, 99.88 FEET TO

AN IRON PIN OLD 1/2" OPEN TOP; THENCE N 72° 29' 41" W, 99.86 FEET TO AN IRON PIN OLD 1/2" OPEN TOP; THENCE N 75° 39' 51" W, 100.10 FEET TO AN IRON PIN OLD 1/2" CRIMP TOP; THENCE N 76° 34' 35" W, 99.89 FEET TO AN IRON PIN OLD 1" OPEN TOP; THENCE N 76° 50' 55" W, 99.96 FEET TO AN IRON PIN OLD 1/2" OPEN TOP; THENCE N 76° 57' 55" W, 249.70 FEET TO AN IRON PIN SET 1/2" REBAR; THENCE N 76° 06' 55" W, 63.00 FEET TO AN IRON PIN SET 1/2" REBAR; THENCE N 75° 04' 55" W, 100.00 FEET TO AN IRON PIN SET 1/2" REBAR; THENCE N 73° 19' 55" W, 100.00 FEET TO AN IRON PIN SET 1/2" REBAR; THENCE N 72° 11' 55" W, 100.00 FEET TO AN IRON PIN SET 1/2" REBAR; THENCE N 70° 05' 55" W, 100.00 FEET TO AN IRON PIN SET 1/2" REBAR; THENCE N 68° 37' 55" W, 421.30 FEET TO A MAG NAIL SET LOCATED ON THE EASTERN RIGHT OF WAY OF RICE ROAD; THENCE RUNNING ALONG THE EASTERN RIGHT OF WAY OF RICE ROAD N 02° 22' 29" W, 74.13 FEET TO AN IRON PIN OLD 3/4" CRIMP TOP; THENCE N 03° 02' 20" W, 100.11 FEET TO AN IRON PIN OLD 3/4" OPEN TOP; THENCE N 06° 16' 20" W, 100.00 FEET TO AN IRON PIN SET 1/2" REBAR; THENCE N 13° 15' 20" W, 100.00 FEET TO THE POINT OF BEGINNING. SAID AREA CONTAINS 704,479 SQ.FT. OR 16.173 ACRES.

TRACT B

BEGINNING AT A MAG NAIL SET LOCATED AT THE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF GENTRY MEMORIAL TRAIL (S.C. HIGHWAY 8) AND THE EASTERN RIGHT OF WAY OF RICE ROAD; THENCE RUNNING ALONG THE EASTERN RIGHT OF WAY OF RICE ROAD N 02° 45' 21" W, 222.55 FEET TO AN IRON PIN OLD 1" CRIMP TOP; THENCE LEAVING SAID RIGHT OF WAY S 68° 34' 44" E, 396.37 FEET TO AN IRON PIN OLD 1" CRIMP TOP; THENCE S 70° 00' 24" E, 99.95 FEET TO AN IRON PIN OLD 1" CRIMP TOP BENT; THENCE S 72° 18' 31" E, 99.98 FEET TO AN IRON PIN OLD 1" CRIMP TOP; THENCE S 73° 19' 31" E, 100.00 FEET TO AN IRON PIN SET 1/2" REBAR; THENCE S 75° 13' 54" E, 111.08 FEET TO AN IRON PIN OLD 1" CRIMP TOP BENT LOCATED ON THE NORTHERN RIGHT OF WAY OF GENTRY MEMORIAL TRAIL (S.C. HIGHWAY 8); THENCE RUNNING ALONG SAID RIGHT OF WAY N 86° 12' 22" W, 218.09 FEET TO AN IRON PIN OLD 1" CRIMP TOP; THENCE N 87° 48' 36" W, 199.71 FEET TO AN IRON PIN OLD 1" CRIMP TOP; THENCE N 84° 07' 28" W, 149.91 FEET TO AN IRON PIN OLD 1/2" OPEN TOP; THENCE N 87° 56' 28" W, 184.50 FEET TO THE POINT OF BEGINNING. SAID AREA CONTAINS 75,050 SQ.FT. OR 1.723 ACRES.

TRACT C

BEGINNING AT AN IRON PIN OLD 1" SOLID ROD LOCATED AT THE COMMON CORNER WITH COVENANT REFORMED BAPTIST CHURCH TRUSTEE PROPERTY, N/F; SAID IRON PIN BEING LOCATED +/-438.4' WEST OF THE WESTERN RIGHT OF WAY OF ARIAL STREET; THENCE RUNNING N 61° 21' 53" W, 54.18 FEET TO AN IRON PIN OLD 1/2" CRIMP TOP; THENCE N 52° 05' 20" W, 70.05 FEET TO AN IRON PIN OLD 1" CRIMP TOP; THENCE N 31° 08' 27" W, 28.08 FEET TO AN OLD PK NAIL; THENCE N 85° 50' 25" E, 159.37 FEET TO AN IRON PIN OLD 1" CRIMP TOP LOCATED AT THE COMMON CORNER WITH COVENANT REFORMED BAPTIST CHURCH TRUSTEE PROPERTY, N/F; THENCE RUNNING ALONG THE COMMON LINE WITH COVENANT

C. Vincent

REFORMED BAPTIST CHURCH TRUSTEE PROPERTY S 21° 41' 29" W, 112.57 FEET TO THE POINT OF BEGINNING. SAID AREA CONTAINS 9,113 SQ.FT. OR 0.209 ACRES.

TRACT D

BEGINNING AT AN IRON PIN OLD 1" SOLID ROD BENT LOCATED ON THE WESTERN RIGHT OF WAY OF ARIAL STREET AT THE COMMON CORNER WITH COVENANT REFORMED BAPTIST CHURCH TRUSTEE PROPERTY; THENCE RUNNING ALONG SAID RIGHT OF WAY S 36° 30' 46" E, 156.73 FEET TO A POINT; THENCE S 40° 40' 15" W, 20.10 FEET TO AN IRON PIN OLD 1/2" OPEN TOP BENT; THENCE N 75° 40' 45" W, 129.00 FEET TO AN IRON PIN OLD 1" SOLID ROD LOCATED AT THE COMMON CORNER WITH COVENANT REFORMED BAPTIST CHURCH TRUSTEE PROPERTY, N/F; THENCE RUNNING ALONG THE COMMON LINE WITH COVENANT REFORMED BAPTIST CHURCH TRUSTEE PROPERTY N 22° 18' 14" E, 118.14 FEET TO THE POINT OF BEGINNING. SAID AREA CONTAINS 9,082 SQ.FT. OR 0.208 ACRES.